



City of Rockville
Rockville, Maryland

**REQUEST FOR PROPOSAL #36-18
TRANSIT GAP ANALYSIS & NEEDS ASSESSMENT STUDY**

Proposals Due by 2:00 P.M. (Eastern), Friday, May 18, 2018

ISSUED BY:

Jessica J. Blow, CPPB, MBA
Director of Procurement
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL #36-18
Transit Gap Analysis & Needs Assessment Study**

Sealed proposals addressed to the City of Rockville, Maryland to provide a Transit Gap Analysis & Needs Assessment Study will be received at Rockville City Hall, Procurement Division, Attention: Jessica Blow, Director of Procurement, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (Eastern), on Friday, May 18, 2018**. No proposals will be accepted after that time.

The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be rejected and returned.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

Download the document from the City website at <http://www.rockvillemd.gov/Bids.aspx>.

Visit the Procurement Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled for this project.

SUBMITTAL OF QUESTIONS

Prospective offerors are requested to submit any questions no later than **5:00 PM (Eastern), on Friday, April 27, 2018**, to Jessica Blow, Director of Procurement, via e-mail at jblow@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

SITE LOCATION

Primarily Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

NOTICE TO OFFERORS

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland,

corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.” Bidders must supply with their bids their US Treasury Department Employer’s Identification Number as such number is shown on their Employer’s Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent’s responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Procurement Division.

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SECTION I

Introduction/Overview

A. Purpose/Objective

The purpose of this Request for Proposals (RFP) is to select a consulting firm to complete a study to assess and analyze needs and gaps within the existing public transit network, and determine unmet demand for new or additional transit services, such as a circulator, shuttle or an alternative transit mode, within the City of Rockville.

B. Introduction and Study Area

1. Background

The City of Rockville is the county seat of Montgomery County, Maryland, located along the I-270 corridor approximately 12 miles northwest of Washington, DC. Rockville's 2017 population is approximately 68,000, with employment of approximately 77,000. City residents enjoy an excellent quality of life, with Rockville's low crime rates, high-quality schools, and a great park system. The City is frequently listed among the country's best places to live by such sources as Money Magazine, Livability.com, and Niche. Diversity is a feature of Rockville, with significant percentages of Hispanic, Asian-American, and African-American residents. Rockville's economy is also diverse, with key industries being life sciences, education, health, lodging, technology, and retail.

Rockville is home to major corporate headquarters, county government offices, the Circuit and District court buildings as well as the Rockville Campus of the Montgomery College (the largest of its three countywide campuses), numerous shopping centers, restaurants, and entertainment facilities.

The Rockville Town Center is the name given for downtown Rockville. The Town Center is a mixed-use hub of activity and is designated by the Metropolitan Washington Council of Governments (MWCOC) as one of the major regional Activity Centers. The Town Center is the location of local government, including the City of Rockville and Montgomery County; business activity, including the headquarters of Choice Hotels, International; many restaurant and retail options; a movie theater; and thousands of residences. The area in the heart of the Town Center is referred to as the Town Square and has been recognized as a model for mixed-use redevelopment, with residences, retail/restaurants, a center for visual arts, an outdoor event space with an ice rink, and other unique amenities. Located on the southern edge of the Town Center is the 2,400-student Richard Montgomery High School.

Within a mile to the north of the Town Center is another designated regional Activity Center, the Montgomery College, a community institution attended by more than 15,000 students. Other MWCOC-designated regional Activity Centers within the City are King Farm-Research-Center-Shady Grove, Tower Oaks and Twinbrook.

2. Study Area Overview

Rockville is situated along several transit routes including Metrorail, Metrobus, Ride On bus, and MARC commuter train that connect the City to key destinations throughout the region. However, when using transit, some Rockville residents and visitors may experience challenges reaching key destinations within the City. For example, more than 50 percent of students travel to Montgomery College's Rockville campus by means other than a personal vehicle, which means they are dependent on transit to access destinations off-campus (Montgomery College 2016 Facilities Master Plan). Seven bus routes connect the campus to Town Center and other activity centers

along Rockville Pike, but the bus headways range from 20 minutes to an hour, and the streetscape of Rockville Pike makes non-motorized travel unappealing and uncomfortable.

Therefore, the City's Mayor and Council are interested in exploring in-depth any critical gaps in the existing public transit network, as well as demand for new or increased transit services, such as fixed-route, flexible and/or demand-responsive buses, circulators or shuttles. The Mayor and Council are interested in assessing demand for both traditional, as well as innovative, transit solutions that utilize new technology and business models, such as micro-transit and ridesharing.

The overall goal of this study is to identify deficiencies in the public transit network that contribute to transit being a less-than-competitive travel alternative to the single-occupant vehicle. A further purpose of the transit gap study is to analyze the transit market and identify unmet demand to increase public transportation usage in the City of Rockville, thereby reducing dependence on private automobile travel, reducing overall CO2 emissions, and providing residents and visitors with a comfortable and efficient transit service.

3. Connections to Regional Policies and Priorities

Looking to the future, Montgomery County has plans to eventually implement 10 Bus Rapid Transit (BRT) routes, three of which will travel through the City. The Mayor and Council support these plans, but also recognize the intention of these routes is to move people through the City, but not necessarily to destinations within the City. Therefore, the Mayor and Council see the need to explore the demand for new or enhanced transit services to support the future BRT, and to improve access between existing transit stations and other important destinations within the City such as Montgomery College, Town Center, and other activity centers along the MD 355 Corridor.

At the local level, consideration should be given to the goals and objectives listed in the Transportation element of the City's Comprehensive Master Plan (<http://www.rockvillemd.gov/index.aspx?NID=199>).

Other important considerations should be regional goals, including the following targets from the Region Forward Plan:

- a. Reducing daily vehicle miles traveled per capital
- b. Pursuing transportation projects that aim to better connect Regional Activity Centers
- c. Increasing the share of transit, walk and bicycle trips throughout the region
- d. Ensuring that all regional Activity Centers have access to transit
- e. Reducing CO2 emissions

The evaluation of local transit service needs should also consider the following goals from the Regional Transportation Priorities Plan:

- f. Goal 1 - Provide a comprehensive range of transportation options.
- g. Goal 2 - Promote a strong regional economy, including a healthy regional core and dynamic activity centers.

4. Strategies to Address Recommendations from this Study

If the study determines that there are unmet needs for additional public transportation services, the City of Rockville may explore the creation of a local transit service, or better coordination with local and regional transit agencies for enhancement of currently-provided services.

5. Collaboration with Other Agencies and Jurisdictions

Rockville is fortunate to be served by multiple transit services including Metrorail, Metrobus, Ride On bus, and MARC commuter train. Therefore, the scope of this project includes a meeting with the Washington Metropolitan Area Transit Authority (WMATA) and Montgomery County Ride On to discuss and identify any unmet demand or deficiencies within the existing transit network.

6. Integration of Public Input and Community Support

One of the requested tasks in the scope of work is to hold one public participation session during the creation of the plan. Other requested public outreach tasks include surveys of Rockville residents and bus riders. These activities are intended to gather input on critical gaps in the transit network, and gauge demand for new or enhanced services. The outcome of these public outreach activities will be incorporated into final recommendations of the study. In addition to the public participation sessions, it is important to note that the Mayor and Council have identified exploring the feasibility of a local transit service as one of their priorities for this session.

C. Items to be Provided by the City

The City will assist the successful proposer by providing the following:

1. Access to applicable City records
2. Assistance with any community or stakeholder meetings, as well as meetings with other governmental agencies

D. Scope of Work

The following are major tasks to be performed by the proposer. The Proposer can supplement this listing with additional steps, sub-tasks, or elements deemed necessary to permit the development of alternative approaches, or the application of proprietary analytical techniques.

1. Task 1: Demographics, Activity Centers, and Travel Analysis

The consultant shall assess the current and projected demographic composition, employment trends, activity centers and travel patterns in the City of Rockville. The analysis shall include, but not be limited to, the following:

- a. Demographic analysis, assessing the demographic composition of the community.
- b. Residential population densities
- c. Population characteristics
- d. Identification of transit-dependent populations
 - i. Low-income
 - ii. Households without vehicles
 - iii. Seniors

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- iv. Youth
- v. People with disabilities
- vi. Limited English-proficiency population
- vii. Military veterans
- e. Identification of major activity centers and trip generators
 - i. Major employers
 - ii. Educational institutions, libraries, schools and colleges
 - iii. Medical facilities
 - iv. Major shopping destinations
 - v. Recreation centers
 - vi. Senior centers and living facilities
- f. Travel Pattern Analysis
 - i. Documentation of residents' work and non-work travel patterns and destinations.
 - ii. Analysis of collected travel data, such as household travel surveys
 - iii. Review of population and employment trends and projections, as well as anticipated changes in the urban form of the community (e.g. development patterns) and their implications for transit service.

Deliverables - Demographics, Activity Centers, and Travel Analysis Report: A report consisting of map series and documents detailing existing and projected conditions and collected data. The contractor shall provide electronic files of all project documents associated with this deliverable (e.g. reports, spreadsheets, GIS data, presentations, etc.)

2. Task 2: Assessment of Transit Services and Ridership

The consultant shall evaluate the existing and planned transit network, and provide an assessment of public/private transportation services in the City. This task shall include, but not be limited to, the following:

- a. With support from the City, obtain available service planning and operational analyses for existing Ride On and Metrobus routes within Rockville.
- b. Document existing ridership trends and assess the characteristics (e.g. frequency, operating hours, usage, fares etc.) of the following services within the City of Rockville:
 - i. Fixed-route services
 - ii. Demand-responsive and paratransit services
 - iii. Shared ride, vanpool, taxis
 - iv. Senior transportation services
 - v. School transportation

Deliverables - Assessment of Transit Services and Ridership Report: A report, including maps, illustrating and reviewing the existing and planned transit services, as well as projected ridership trends. The contractor shall provide electronic files of all project documents associated with this deliverable (e.g. reports, spreadsheets, GIS data, presentations, etc.)

3. Task 3: Stakeholder Involvement and Public Participation

The purpose of this task is to understand the range of issues and concerns about existing transit services, transportation gaps and service needs. This task shall include, but not be limited to, the

following:

- a. Lead two (2) sessions of discussion with a working group comprised of representatives from City departments (including Public Works, Community Planning and Development Services, and the City Manager); one (1) session to discuss the goals and needs of the study, and one session to discuss the results.
- b. Lead one (1) meeting with representatives from WMATA and Montgomery County Ride On to discuss and identify any unmet demand or deficiencies within the existing transit network. City staff will organize this meeting.
- c. Interviews with members of the Rockville business community (e.g. Rockville Chamber of Commerce, Rockville Economic Development Inc.) to identify existing public transit service needs and gaps, addressing which could enhance local commerce and economic development.
- d. With cooperation from the City, Rockville residents will be surveyed to determine public transit needs and gaps in service.
- e. Conduct intercept surveys of bus riders of existing fixed routes in Rockville, in cooperation with Ride On and Metrobus.
- f. Prepare and hold a public workshop to assess community needs.

Deliverables - Stakeholder Involvement and Public Participation Report: A report with survey and interview data detailing issues and priorities, as well as identifying expectations and critical needs of stakeholder groups. The report shall also include minutes or summaries of all meetings with project stakeholders and the public. The contractor shall provide electronic files of all project documents associated with this deliverable (e.g. reports, spreadsheets, GIS data, presentations, etc.)

4. Task 4: Identification and Assessment of Unmet Transit Needs

The consultant shall conduct a transit market analysis and identify and assess transit service gaps within study area. This task shall include, but not be limited to, the following:

- a. Analyze deficiencies, such as geographic (e.g. coverage, access) and service quality (e.g. frequency, span) gaps within the existing transit network.
- b. Analyze collected data to determine the demand for additional transit services within the City of Rockville.
- c. Undertake a peer review of transit services in similar-sized communities to provide a context for determining the need for additional transit services in Rockville.
- d. The consultant shall assess future conditions for the next five to ten years, including assessment of public transportation and transit needs based upon projections of:
 - i. Population growth
 - ii. 'Aging in Place' of the senior population
 - iii. Needs and gaps in public transportation services

Deliverable Final Report - Identification and Assessment of Unmet Transit Needs: Study findings and conclusions shall be presented in a Final Report, and shall include maps and an assessment of public transportation needs that could be addressed through additional or enhanced public/private transit services within the City. Upon completion of the final report, a presentation shall be prepared and delivered to the Mayor and Council, outlining key findings and recommendations.

E. Projected Project Schedule

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
RFP Issued	Thursday, April 19, 2018
Offeror's technical questions due via email	Friday, April 27, 2018
Addendum to RFP issued, if required	Thursday, May 3, 2018
Proposals due to the City	Friday, May 18, 2018
Contractor oral presentations, if required	Week of June 4, 2018
Contractor discussions/negotiations	Week of June 18, 2018
Contract Award	Week of June 25, 2018
Notice to Proceed	Week of July 2, 2018

The target dates provided are estimates and may be subject to change during the process.

F. Procurement Contact

The sole point of contact at the City for purposes of this RFP, prior to the award of any contract is, Jessica Blow, Director of Procurement:

Jessica Blow, Director of Procurement
City Hall - Procurement Division
111 Maryland Avenue
Rockville, MD 20850
Telephone: (240) 314-8432
Email: jblow@rockvillemd.gov

G. Contract Administrator

The designated contract administrator following contract award will be:

Oleg Kotov
Senior Transportation Planner
111 Maryland Avenue
Rockville, MD 20850
Telephone: (240) 314-8527
Email: okotov@rockvillemd.gov

SECTION II

Request for Proposal

Proposal Submission

A. Procedures

One (1) electronic and four (4) printed copies of the sealed proposal marked “RFP #36-18, Transit Gap Analysis & Needs Assessment Study” must be submitted to:

Jessica Blow, Director of Procurement
Procurement Office
Rockville City Hall
111 Maryland Avenue
Rockville, Maryland 20850

To provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals must be submitted and must contain the following elements organized into separate tabs or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

Each proposal shall adhere to the order presented below. Each section within the proposal submittal, following the transmittal letter and table of contents, shall be separated by tabs or sections and include, at a minimum:

1. **Transmittal Letter:** The letter should include the address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable. The letter should be signed by an individual who is authorized to commit the Offeror to the services, pricing and requirements as stated in this RFP.
2. **Table of Contents:** A table of contents shall outline all contents contained within the proposal submittal.
3. **Tab 1 – Proposal Acknowledgment/Amendments:** This section shall include the completed proposal acknowledgement form and any amendments (addenda) to the solicitation provided as ATTACHMENT A.
4. **Tab 2 - Identifications of Confidential, Proprietary Commercial Information or Trade Secrets:** If applicable, information the Offeror claims to be confidential, proprietary commercial information or trade secrets shall be identified in this section. This information, along with any claim of confidential financial information, should also be disclosed. The Offeror must include an explanation for each individual claim of confidentiality.
5. **Tab 3 - Work Plan and Project Approach:** This section shall include a well-defined work plan consistent with the project objectives and scope of work, demonstrating the ability and the strategy that will be used to complete the elements of each tasks as outlined within the scope of work. The proposer shall also include details on how the deliverables will be provided to the City and estimated milestone dates for completion of each task.

6. **Tab 4 - Technical Qualifications:** Submit technical qualifications of the firm and staff involved in this project.
 - a. Provide a brief company background, company name and title of owners/partners. Including size, number of employees, primary business, other business or services offered and review any past or contemplated changes in the ownership structure of the firm. Specify whether incorporated, partnership, sole proprietor. Provide the names, titles, addresses and telephone numbers of the individuals who will manage this project.
 - b. Brief resumes should be furnished for the key professional staff who will be assigned to this project. Summary information should be provided covering the professional qualifications and experience of any supervising staff and other personnel who would perform the requested work.
 - c. Provide a statement acknowledging that the contractor shall use the staff identified in this proposal for the work as described in the proposal, and that the City shall approve staff substitutions prior to any changes.
7. **Tab 5 – References:** The proposer should provide a list of the most significant projects performed in the last five years that are similar to the project described in this request for proposal. The list of projects may be both in the private or public sector but must be clearly labeled as such. A minimum of 5 current references with physical addresses, phone numbers, and email addresses (if available) should be provided.
8. **Tab 6 - Fee Proposal:** Submit a fee proposal which details hourly rates, an estimate of the number of hours needed to complete each task, non-personnel costs, and the total project cost. No additional payment will be made for travel expenses.
9. **Tab 7 – Subcontracting:** This section should identify any of the required services that the proposer intends to subcontract, if any, providing the following information:
 - a. Reason for subcontracting.
 - b. Proposed subcontractor responsibilities.
 - c. Identity and descriptive information of proposed subcontractors, including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.
10. **Tab 8 – Required Forms/Additional information:**
 - a. Submit a completed Affidavit form (ATTACHMENT B).
 - b. Provide a statement that Offeror, if awarded the contract, will provide a certificate of insurance in accordance the City of Rockville Insurance requirements (ATTACHMENT C).

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- c. Each Offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- d. Additional Information - Provide any additional information you wish to bring to the City's attention with respect to the proposer's qualifications.

Section III

Request for Proposal

Method of Award/Evaluation Criteria

A. Evaluation Process

The contract will be awarded in accordance with the competitive sealed proposals process under Rockville City Code 17.62. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions. Award will be made to the qualified proposer obtaining the highest weighed score combining price and technical qualifications.

Accordingly, the City may hold discussions with all proposers judged reasonably susceptible of being selected for award, or potentially so. However, the City also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the City may determine a proposer to be not responsible and/or a proposer's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

B. Evaluation Criteria

1. Written Proposal Evaluation

The Evaluation Committee will evaluate the written proposal based on the following criteria.

Criteria	Points
Experience: Proposers will be evaluated per their current and past experience and performance with comparable projects.	20
Qualifications of Proposed Personnel: The professional qualifications and accessibility of the firm's professional personnel to be assigned to manage and conduct the analysis.	20
Project approach: The proposal will be evaluated based on compliance with RFP requirements, technical approach in conducting analysis and public engagement, project schedule and strategy in completing tasks and providing deliverables.	30
Cost: This criterion considers the price of services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to other Proposers.	30
Total Points	100

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2. Interview Evaluation Criteria

Criteria	Points
Quality of presentation, company experience, and ability to demonstrate overall understanding of the scope of work and City's needs	50
Ability to communicate project approach and technical concepts associated with the study	50
Total Points	100

Clarification of Offers

An evaluation committee will evaluate the proposals from information on hand and may also ask questions to clarify information from proposers as required. A composite rating will be developed which indicates the proposer's collective ranking of the highest rated proposals in a descending order.

In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement contact are permitted with a proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the proposal evaluation committee may be adjusted as a result of a clarification under this section.

Interviews/Discussions

The Evaluation Committee may afford one (1) or more proposers an opportunity to make oral presentations to clarify their proposals. If requested, oral presentations shall be made at no cost to the City. Key personnel listed in the proposal are required to attend the interview.

Best and Final Offer

When deemed in the best interest of the City, and upon conclusion of any oral presentations and/or negotiations, the proposer(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the proposer(s).

Note: Proposers are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

The City of Rockville reserves the right to reject any and all proposals and to accept the proposal the City considers most advantageous. All proposals will become the property of the City.

SECTION IV

Request for Proposal

Attachments

Attachment A: Proposal Acknowledgment

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the City's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Name and Title of Person
Authorized to Sign Proposal: _____

Signature: _____ Date: _____

Corporate Attestation or SEAL *here*

Signature: _____ Date: _____
(Corporate officer other than above)

Name and Title of Person
Attesting to Authorized Signature: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the proposer must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different.

Corporations must have names that comply with State Law. The proposer's signature must conform to the following:

Where the proposer is a corporation, a corporate seal is required.

Where the proposer is a partnership, at least one general partner must sign.

Where the proposer is a sole proprietor, the owner of the company must sign.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

Please note, that it is the proposer's responsibility to check the City' website frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

The proposer acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number/Date: _____

Amendment Number/Date: _____

Amendment Number/Date: _____

ATTACHMENT B **A F F I D A V I T**

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from

contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ Date _____

RETURN THIS FORM WITH PROPOSAL

TRANSIT GAP ANALYSIS & NEEDS ASSESSMENT STUDY

(ATTACHMENT C)
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

TRANSIT GAP ANALYSIS & NEEDS ASSESSMENT STUDY

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

ATTACHMENT D
SAMPLE CONTRACT FORM – DO NOT RETURN

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2012 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and **<CONTRACTOR'S NAME>** hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires the Contractor to provide **<DESCRIBE THE SERVICE>**

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the **<letter agreement dated xxx or RFP# and title>** hereto attached a made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated **xxxx** hereto attached a made a part hereof and identified as Exhibit "B"; **<reference other attachments as necessary>** In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. **<if numerous exhibits list prevailing exhibit(s)>**

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

ATTACHMENT D
SAMPLE CONTRACT FORM – DO NOT RETURN

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through **<TERM/ OR COMPLETION DATE>**

8. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit

ATTACHMENT D
SAMPLE CONTRACT FORM – DO NOT RETURN

“A” for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Exhibit “A” by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City’s Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City’s express written consent which may be withheld in the City’s sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor’s employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed <OR LUMP SUM \$>. In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the City of Rockville, Attn: Mr. xxxx, 111 Maryland Avenue, Rockville, MD 20850.

ATTACHMENT D
SAMPLE CONTRACT FORM – DO NOT RETURN

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE

City Clerk

By: _____
City Manager

ATTEST

<CONTRACTOR NAME>
By: _____ (Seal)

Print or Type Name

Print or Type Name

Print or Type Title

Print or Type Title

Approved as to form and legality:

City Attorney

ATTACHMENT E
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN



**CITY OF ROCKVILLE
 MARYLAND
 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
 (PROPOSAL 10.2012)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.
3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.
10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

ATTACHMENT E
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:
http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.
- Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.
17. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
<http://www.rockvillemd.gov/business/payment>
18. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
19. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written

ATTACHMENT E
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

20. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
21. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
22. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
23. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

24. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
25. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
26. **ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.
27. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.
28. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

ATTACHMENT E
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

29. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

30. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

32. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

33. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

34. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

35. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

36. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

37. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof

ATTACHMENT E

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

38. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

39. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

40. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

41. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

42. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

43. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with non-discrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

44. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's

ATTACHMENT E
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

45. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
46. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
47. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
48. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.